

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

**NUCOR COLD FINISH WISCONSIN,
INC.**

Case No. 05-C-1238

Plaintiff

vs.

WILCOX STEEL LLC

Defendant.

CONSENT JUDGMENT

This matter, having come on for consideration upon the complaint of the Plaintiff, Nucor Cold Finish Wisconsin, Inc. ("Nucor") for trademark infringement and dilution, false advertising and unfair competition; and the parties having stipulated to the entry of a permanent injunction against Wilcox Steel LLC ("Defendant") under the terms provided herein:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. This Court has jurisdiction over this action under the laws of the United States, 15 U.S.C. § 1051 *et seq.*, and 28 U.S.C. §§ 1332(a) and 1338 and over the parties to this suit. The claims arising under the laws of the State of Wisconsin are joined with substantial and related claims under the trademark laws of the United States.

2. As alleged in the Complaint filed in this action, Nucor owns the trademark FORT HOWARD STEEL by assignment.

3. Defendant has used the FORT HOWARD STEEL trademark in connection with its business.

4. Defendant acknowledges the existence and validity in the United States of the FORT HOWARD STEEL trademark and Nucor's ownership of that trademark.

5. Defendant and its agents, employees, servants, representatives, successors and assigns and affiliates, and any and all persons acting in concert with them (collectively "the Enjoined Persons") are permanently and perpetually enjoined and restrained from directly or indirectly:

(a) using the trademark "Fort Howard Steel" or any name confusingly similar thereto, in any manner whatsoever, including use as part of any trademark, service mark, trade name, and/or corporate name

(b) using the website www.forthowardsteelgb.com, or any other website containing the words "Fort Howard Steel" or minor variations of those words.

6. Defendant shall have until January 21, 2006 to remove all signage containing the name FORT HOWARD STEEL, to discard all promotional materials, stationery, purchase order forms, invoice forms, business cards and the like that contain the name FORT HOWARD STEEL, to contact all persons who received any initial correspondence using the FORT HOWARD STEEL name and inform them of Wilcox's new name, and to shut down the www.forthowardsteelgb.com website. Defendant shall also work with Nucor to transfer to Nucor the www.forthowardsteelgb.com domain name.

7. Wilcox agrees to serve upon Nucor within thirty (30) days after entry of this Judgment a report in writing and under oath setting forth in detail the manner and form in which

the Defendant has complied with the injunction. Such report shall be held confidential and not filed with the Court or any tribunal or otherwise made public unless Nucor believes Wilcox has breached the terms of this Judgment and seeks relief from the Court relating thereto.

8. Jurisdiction is retained by this Court for the purpose of ensuring compliance with the terms of this Consent Judgment and for enabling the parties to apply to this Court for further orders.

IT IS SO ORDERED.

Dated this 10th day of January, 2006.

BY THE COURT:

s/ Rudolph T. Randa

HON. RUDOLPH T. RANDA
Chief Judge

Consent judgment entered this 10th day of January, 2006.

SOFRON B. NEDILSKY, Clerk of Court

By: s/ Linda M. Zik
Deputy Clerk